

Title: Benevolence Policy

Statement:

The Board of Trinity Christian School Association (TCSA) wishes to glorify God and follow his commandments by giving succor to widows, orphans and the needy.

Approved: M. Lynn Gullackson
(Chair of the Board)

January 31, 2019
(Date)

First Approval Date: May 24, 2018 in-principle

To Be Reviewed:

Review and Amendment Date(s):

Stakeholders Consulted (Date): May 8, 2018

Documents Referenced:

Policy on Gifts, Grants, Donations and Fundraising Proceeds
Policy on the Role of the Board
Section 230 of the Income Tax Act

Principles:

Religion that God our Father accepts as pure and faultless is this: to look after orphans and widows in their distress and to keep oneself from being polluted by the world. - James 1:27

“For I was hungry, and you gave Me something to eat; I was thirsty, and you gave Me something to drink; I was a stranger, and you invited Me in” - Matthew 25:35

“Bear one another’s burden and thus fulfill the law of Christ, and give to the people in need” - Galatians 6:2.

“Whoever has the world’s goods and sees his brother in need and closes his heart against him, how does the love of God abide in him?” - 1 John 3:17

Purpose:

To provide assistance to families who have given notification to or registered with TCSA who are experiencing financial or material need.

Definitions

Benevolence Fund (BF) is the name of the benevolence fund administered by the Board of TCSA.

Benevolence Fund Committee (BFC) is the committee that oversees BF disbursements on behalf of the Board of TCSA.

A. Guidelines

1. The BF will be overseen by a committee appointed by the Board.

2. Each BFC member serves at the appointment of the Board Chair for a term of two years. There is no restriction on the number of consecutive terms a member may serve on the committee.
3. The BFC shall consist of six members, and include at least one Board member who will Chair the committee.
4. Employees of TCSA are ineligible to serve on the BFC.
5. Each member of the BFC must sign a “Confidentiality” agreement.
6. The BFC will only provide assistance as resources are available.
7. All assistance, including reporting, shall comply with the requirements of the Income Tax Act and Regulations. The assistance must be charitable under the law.
8. All BF funds remain under the direction of the Board and will be administered by the Secretary Treasurer until the BFC has authorized a specific disbursement.
9. Funding sources are as follows:
 - a. Funds designated by the donor for the BF.
 - b. TCSA may allocate funds from the General Fund to the BF as part of the annual budget process.
10. Contributions to the BF may be earmarked or designated for a particular family by the donor. However, these contributions will only be accepted if the Committee determines that the need fulfills the criteria outlined in section C.
11. The BFC may choose, at its discretion, to decline certain contributions that are designated or earmarked.
12. In order to comply with Canada Revenue Agency regulations concerning charitable contributions, all contributions to the BF must be unconditional and without personal benefit to the donor.
13. Donations will be receipted by a charitable donation receipt issued by TCSA.

B. Determining need

1. The need of a family may be brought to the committee’s attention by an employee or by referral from a third party. A potential recipient may not petition the BFC or individual committee members directly.
2. A family’s need must be assessed in consultation with the employee, or third party, who brought the need to the committee’s attention.

C. Eligibility

1. Assistance is limited to families who have given notification to or registered with TCSA whose current status is financially or materially ‘needy’.
2. A family receiving help must be willing to give the BFC permission to follow up on any of the information provided to the committee. The BFC will be sensitive to issues requiring confidentiality.
3. Needs that will be considered for benevolent assistance shall include, but not limited to the following:
 - a. An accident that results in financial needs.

- b. An unavoidable unemployment situation.
 - c. The loss or incapacity of one of the family's principal providers.
 - d. Families that encounter legitimate financial difficulties. For example medical treatments and related expenses prescribed by a recognized Canadian medical professional not covered by a public or private insurance/medical plan.
 - e. Other situations of demonstrated need.
4. Needs not considered for assistance shall include, but not limited to the following:
- a. Discretionary expenses (e.g. vacations, sports fees, cable charges).
 - b. Treatments not prescribed by a recognized Canadian medical professional.
 - c. Business needs arising for any reason.
 - d. Insured losses.
 - e. Legal fees.
 - f. Individuals on social assistance; excepting for types of assistance that are not considered to be 'income' by the relevant funding agency.
 - g. Tuition or school fees.
 - h. Projected and future needs (e.g. education fund for an orphaned child).

D. Duration

1. The BFC will only provide assistance for a specific need that is not expected to involve a long-term commitment.

E. Disbursement Notification

1. A Disbursement Notification must be submitted by the BFC to the Secretary Treasurer for all disbursements.
2. Every Disbursement Notification requires the signature of the BFC Chair.
3. Disbursement should be made by the Secretary Treasurer within 15 days of receiving the notification.
4. Each Disbursement Notification must be accompanied by original documentation including the nature and description of the expenditure, its purpose and justification, as well as any associated invoices.
5. Such documentation should fully spell out the "ordinary, necessary and reasonable" nature of the expenditure in achieving the purpose of the fund. If the request appears vague, ambiguous or not clearly related to the BF purpose, the Secretary Treasurer will return the notification to the committee for additional justification.
6. A separate Disbursement Notification for each of multiple outlays to a single beneficiary is not required. Rather, such outlays may be grouped on a single Disbursement Notification.

F. Disbursement of the Funds

1. Disbursement will be made by the Secretary Treasurer or their designee.

2. All disbursements from the BF shall be made directly to the party or entity to which payment is due, or given in the form of a prepaid store-value money card issued by a food or merchandise retailer specific to the need.
3. No money, whether in the form of cash, cheque, bank draft or unspecified prepaid card will be given directly to the family receiving assistance.

G. Reporting

1. The Chair of the BFC is responsible for reporting the process involved in evaluating needs and reasons for granting assistance, quarterly to the Board of TCSA in writing.
2. The reports and minutes of the BFC will be retained by the Board Secretary for a period of no less than seven years. These will remain confidential and will only be made available for auditing purposes.

APPENDIX - CONFIDENTIALITY AGREEMENT BENEVOLENCE FUND COMMITTEE MEMBERS

This Confidentiality Agreement is between Trinity Christian School Association (“TCSA”) and _____ (“ BFC Member”).

In consideration of TCSA’s relationship with the Benevolence Fund Committee (BFC) member, the parties agree as follows:

- 1. PURPOSE OF AGREEMENT.** TCSA recognizes the importance of protecting confidential information concerning donors, recipients and their families. Each Member, in the performance of his or her duties with the BFC may have access to confidential information. The purpose of this agreement is to document the understanding and agreement of BFC Member’s to maintain the confidentiality of such information at all times, both in committee and outside committee. More specifically, information should only be relayed to those persons designated by TCSA who are responsible for Benevolence Fund (BF) oversight, BF disbursement and Committee Minutes, recording and/or retaining BFC decisions; or as may be requested by the TCSA’s legal counsel, or authorised auditors or the Canada Revenue Agency.

- 2. STATUS OF MEMBER.** The BFC Member has a voluntary relationship with TCSA and the execution of this Agreement does not change that status or create any contractual relationship or employment agreement between the Member and TCSA. The Member acknowledges that he/she is executing this Agreement, not as an employment agreement, but as a condition of and in consideration of the Member’s relationship with the BF.

- 3. SCOPE OF AGREEMENT.** The Member agrees to follow the Benevolence Policy and the BF’s procedures, rules and regulations including, but not limited to the following:
 - a.** The Member will protect the confidentiality of donors, recipients and fellow Members. The Member will not release such confidential information to any unauthorized source.

 - b.** The Member understands and agrees not to access or attempt to access donor or recipient information unless access to the information is needed to perform his or her committee duties.

 - c.** The Member will report any known breaches of this Confidentiality Agreement to the Chair of the BFC. The Member understands that failure to

report breaches may subject Member to a discontinuation of relationship with the BFC.

- 4. BREACH OF AGREEMENT. The BFC Member understands that breach of any provision of this Agreement may result in immediate termination of relationship, at the option of TCSA, in addition to any other rights and remedies available at law, which TCSA may pursue.

ACKNOWLEDGMENT

The Benevolence Fund Committee Member has read and agreed to adhere to the conditions of this confidentiality agreement and acknowledges that any violation of the agreement can result in immediate termination of relationship.

IN WITNESS WHEREOF, the parties have set their hands effective as of the day and year set forth below.

Committee Member Date: _____

Name: (Print) _____ Signature: _____

Benevolence Fund Committee Chair Date: _____

Name: (Print) _____ Signature: _____

Trinity Christian School Assoc. Board Chair Date: _____

Name: (Print) _____ Signature: _____

This agreement will be filed and retained by the Recording Secretary for the Board of Trinity Christian School Association for a period of seven years from the discontinuance of membership with the Benevolence Fund Committee by the signatory.